

**APPLICATION TO OBTAIN A CERTIFICATE OF
PREPAID CALLING SERVICE PROVIDER**

DIALAROUND ENTERPRISES INC.

EXHIBIT B

**CORPORATE DOCUMENTS
SAMPLE CONTRACT
CERTIFICATE OF SERVICE AUTHORITY**

State of Delaware
Office of the Secretary of State

PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "DIALAROUND ENTERPRISES INC.", FILED IN THIS OFFICE ON THE TWENTY-SIXTH DAY OF FEBRUARY, A.D. 2001, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.



3361282 8100

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 0990719

CERTIFICATE OF INCORPORATION

OF

DIALAROUND ENTERPRISES INC.

(Under Section 102 of the Delaware General Corporation Law)

FIRST: The name of this corporation shall be:
DIALAROUND ENTERPRISES INC.

SECOND: Its registered office in the State of
Delaware is to be located at 30 Old Rudnick Lane, in the City
of Dover, County of Kent 19901, and its registered agent at
such address is BRIDGE SERVICE CORP.

THIRD: The purpose or purposes of the corporation
shall be: To engage in any lawful act or activity for which
corporations may be organized under the General Corporation
Law of Delaware.

FOURTH: The name and mailing address of the
incorporator is as follows: Stanley Tobias, c/o Herrick,
Feinstein LLP, 2 Park Avenue, New York, New York 10016.

FIFTH: The total number of shares of stock which the Corporation shall have authority to issue is One Thousand (1000) shares, all of which shall be designated Common Stock, of the par value of One Dollar (\$1.00) per share.

SIXTH: The Board of Directors is expressly authorized to adopt, amend or repeal By-Laws, subject to the reserved power of the stockholders to amend and repeal any By-Laws adopted by the Board of Directors.

SEVENTH: No person who is or was a director of the Corporation shall be personally liable to the Corporation for monetary damages for breach of fiduciary duty as a director unless, and only to the extent that, such director is liable (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of the State of Delaware or any amendment thereto or successor provision thereto, or (iv) for

any transaction from which the director derived an improper personal benefit. No amendment to, repeal or adoption of any provision of the certificate of incorporation inconsistent with this article shall apply to or have any effect on the liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment, repeal, or adoption of any inconsistent provision.

IN WITNESS WHEREOF, the undersigned, being the incorporator hereinbefore named, has executed, signed and acknowledged this certificate of incorporation this February 26, 2001



Stanley Tobias
Sole Incorporator

B Y - L A W S
OF
DIALAROUND ENTERPRISES INC.

ARTICLE I
OFFICES AND BRANCHES

SECTION 1. REGISTERED OFFICE. The registered office of the Corporation in the State of Delaware shall be located at the principal place of business in said state of the corporation or individual acting as the Corporation's registered agent.

SECTION 2. OTHER OFFICES. The Corporation may have other offices, either within or without the State of Delaware, at such place or places as the Board of Directors may from time to time select.

SECTION 3. FOREIGN OFFICES AND BRANCHES. The Corporation shall have the authority to establish and operate branches and offices and otherwise legally qualify to do business, carry on business operations, and create, manage and participate in subsidiaries, investments, partnerships, funds joint ventures or any other form of business operation, and to purchase lease, sell, own and operate property of every description, in any and all foreign countries outside of the United States.

ARTICLE II
MEETINGS OF STOCKHOLDERS

SECTION 1. ANNUAL MEETINGS. An annual meeting of stockholders for the election of directors and for the transaction of such other business as may properly come before the meeting, shall be held at such date, time and place, either within or without the State of Delaware, as the Board of Directors shall determine each year.

SECTION 2. SPECIAL MEETINGS. Special meetings of the stockholders for any purpose may be called by the President or the Secretary, or by the directors, and may be held at any date, time and place, within or without the State of Delaware, as shall be stated in the notice of meeting.

SECTION 3. NOTICE OF MEETINGS. Written notice of each annual or special meeting of the stockholders, stating the place, date and time of the meeting, and in the case of a special meeting the purpose of such meeting, shall be given, not less than ten nor more than sixty days before the date of the

meeting, to each stockholder entitled to vote at such meeting, at his address as it appears on the records of the Corporation.

SECTION 4. VOTING. Each stockholder shall be entitled to one vote, in person or by proxy, for each share of stock entitled to vote which is registered in his name on the record date for the meeting. No proxy shall be voted after three years from its date unless such proxy provides for a longer period. Elections for directors and all other questions shall be decided by majority vote except as otherwise required by the certificate of incorporation or by law.

SECTION 5. QUORUM. Except as otherwise required by law, the holders of a majority of the stock of the corporation entitled to vote, present in person or by proxy, shall constitute a quorum at all meetings of the stockholders. If a quorum shall not be present at any meeting, the Chairman of the meeting or a majority of the holders of the stock of the Corporation entitled to vote who are present at such meeting, in person or by proxy, shall have the power to adjourn the meeting to another place, date, or time, without notice other than announcement at the meeting; provided, however, that if the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. At any adjourned meeting any business may be transacted which might have been transacted at the original meeting.

SECTION 6. STOCKHOLDERS LIST. A complete list of stockholders entitled to vote at any meeting of stockholders, arranged in alphabetical order for each class of stock and showing the address of each such stockholder and the number of shares registered in his name, shall be open to the examination of any such stockholder, for any purpose germane to the meeting, during ordinary business hours for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or if not so specified, at the place where the meeting is to be held. The stockholders list shall also be kept at the place of the meeting during the whole time thereof and shall be open to the examination of any such stockholder who is present. This list shall presumptively determine the identity of the stockholders entitled to vote at the meeting and the number of shares held by each of them.

SECTION 7. ACTION WITHOUT MEETING. Any action required or permitted to be taken at any annual or special meeting of stockholders, including, without limitation, election of directors, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding

stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE III

DIRECTORS

SECTION 1. NUMBER AND TERM. The first Board of Directors shall consist of one (1) member, and thereafter the number of directors constituting the entire Board shall be not more than nine nor less than one (1) member, as fixed from time to time by action of the stockholders or the Board of Directors. The directors shall be elected to serve until the next annual meeting of the stockholders and until their respective successors shall have been elected and qualified.

Whenever the authorized number of directors is increased between annual meetings of the stockholders, a majority of the directors then in office shall have the power to elect such new directors for the balance of a term and until their successors are elected and qualified. Any decrease in the authorized number of directors shall not become effective until the expiration of the term of the directors then in office unless, at the time of such decrease, there shall be vacancies on the Board which are being eliminated by the decrease.

SECTION 2. RESIGNATIONS. Any director, member of a committee or officer may resign at any time. Such resignation shall be made in writing, and shall take effect at the time specified therein, and if no time be specified, at the time of its receipt by the President or the Secretary. The acceptance of a resignation shall not be necessary to make it effective.

SECTION 3. VACANCIES. If the office of any director, member of a committee or officer becomes vacant for any reason, the remaining directors in office, though less than a quorum, by a majority vote, may elect a successor who shall hold office for the unexpired term and until his successor shall be elected and qualified.

SECTION 4. REMOVAL. Any director or directors may be removed with or without cause at any time by the affirmative vote of the holders of a majority of all the shares of stock outstanding and entitled to vote.

SECTION 5. POWERS. The Board of Directors shall exercise all of the powers of the Corporation except such as are by law, or by the certificate of incorporation or by these by-laws conferred upon or reserved to the stockholders.

SECTION 6. MEETINGS. Regular meetings of the Board of Directors may be held without notice at such dates, times and places as shall be established from time to time by the Board of Directors and publicized among all directors. Special meetings of the Board of Directors may be called by the President or by the Secretary on the request of any director on at least twenty-four hours' notice of the date, time and place thereof given to each director. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting.

Members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting of such Board or committee, by means of a conference telephone or similar communications equipment that enables all persons participating in the meeting to hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

Action by a majority of the directors present at a meeting at which a quorum is present shall constitute the act of the Board of Directors.

SECTION 7. QUORUM. A majority of the directors shall constitute a quorum for the transaction of business. If a quorum shall not be present at any meeting of the Board of Directors, a majority of those present may adjourn the meeting to another place, date or time, without further notice (other than announcement at the meeting) or waiver thereof.

SECTION 8. COMPENSATION. Directors may receive such compensation for their services as directors as the Board shall from time to time determine by resolution.

SECTION 9. ACTION WITHOUT MEETING. Any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting, if a written consent thereto is signed by all members of the Board of Directors, or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board of Directors or such committee.

SECTION 10. COMMITTEES OF THE BOARD OF DIRECTORS. The Board of Directors, by a vote of a majority of the whole Board, may from time to time designate committees of the Board, with such lawfully delegable powers and duties as it thereby confers, to serve at the pleasure of the Board and shall elect a director

or directors to serve as the member or members of those committees, designating, if it desires, other directors as alternative members who may replace any absent or disqualified member at any meeting of the committee. Any committee so designated may exercise the power and authority of the Board of Directors to declare a dividend or to authorize the issuance of stock if the resolution which designates the committee or a supplemental resolution of the Board of Directors shall so provide. In the absence or disqualification of any member of any committee and any alternate member in his place, the member or members of the committee present at the meeting and not disqualified from voting, whether or not he or they constitute a quorum, may by unanimous vote appoint another member of the Board of Directors to act at the meeting in the place of the absent or disqualified member.

ARTICLE IV

OFFICERS

SECTION 1. GENERALLY. The officers of the Corporation shall be a Chairman, a President, one or more Vice Presidents, a Treasurer, a Secretary and one or more Assistant Secretaries, all of whom shall be elected by the Board of Directors. Each officer shall hold office until his successor is elected and qualified or until his earlier resignation or removal. The Board of Directors may elect such other officers and agents as it may deem advisable, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors. None of the officers of the Corporation need be directors. Two or more offices may be held by the same person. Any officer may be removed at any time, with or without cause, by the Board of Directors.

SECTION 2. CHAIRMAN. The Chairman shall have such powers and shall perform such duties as shall from time to time be designated by the Board of Directors.

SECTION 3. PRESIDENT. The President shall be the Chief Executive Officer and the Chief Operating Officer of the Corporation. He shall preside at all meetings of the stockholders and of the Board of Directors. Subject to the provisions of these by-laws and to the direction of the Board of Directors, he shall have the responsibility for the general management and control of the affairs and business of the Corporation and shall perform all duties and have all powers which are commonly incident to the offices of Chief Executive Officer and Chief Operating Officer or which from time to time are delegated to him by the Board of Directors.

The President shall have power to sign, in the name of the Corporation, all authorized stock certificates, contracts, documents, tax returns, instruments, checks and bonds or other obligations of the Corporation and shall have general supervision and direction of all of the other officers and agents of the Corporation.

SECTION 4. VICE-PRESIDENTS. Each Vice-President shall have such powers and shall perform such duties as shall from time to time be designated by the Board of Directors.

SECTION 5. TREASURER. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate account of receipts and disbursements in books belonging to the Corporation. He shall deposit all moneys and other valuables in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors.

The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors or the President, taking proper vouchers for such disbursements. He shall render to the President and Board of Directors at the regular meetings of the Board of Directors, or whenever they may request it, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he shall give the Corporation a bond for the faithful discharge of his duties in such amount and with such surety as the Board of Directors shall prescribe.

SECTION 6. SECRETARY. The Secretary shall give, or cause to be given, notice of all meetings of stockholders and directors, and all other notices required by law or by these by-laws, and in case of his absence or refusal or neglect so to do, any such notice may be given by any person thereunto directed by the President, directors, or stockholders, upon whose requisition the meeting is called as provided in the by-laws. He shall record all the proceedings of the meetings of the Corporation and of the directors in a book to be kept for that purpose, and shall perform such other duties as may be assigned to him by the directors or the President. He shall have the custody of the seal of the Corporation and shall affix the same to all instruments requiring it, when authorized by the directors or the President, and attest the same.

SECTION 7. ASSISTANT SECRETARIES. Each Assistant Secretary shall have such powers and shall perform such duties as shall from time to time be designated by the Board of Directors.

SECTION 8. ADDITIONAL POWERS OF OFFICERS. In addition to the powers specifically provided in these bylaws, each

officer (including officers other than those referred to in these by-laws) shall have such other or additional authority and perform such duties as the Board of Directors may from time to time determine.

SECTION 9. ACTION WITH RESPECT TO SECURITIES OF OTHER CORPORATIONS. Unless otherwise directed by the Board of Directors, the President shall have the power to vote and otherwise act on behalf of the Corporation, in person or by proxy, at any meeting of stockholders of or with respect to any action of stockholders of any other corporation in which this Corporation may hold securities and otherwise to exercise any and all rights and powers which this Corporation may possess by reason of its ownership of securities in such other Corporation.

ARTICLE V

STOCK

SECTION 1. CERTIFICATES OF STOCK. Certificates of stock, signed by the President or a Vice-President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary, shall be issued to each stockholder, certifying the number of shares owned by him in the Corporation. Any of or all the signatures on the certificates may be facsimiles.

SECTION 2. LOST, STOLEN OR DESTROYED CERTIFICATES. A new certificate of stock may be issued in the place of any certificate theretofore issued by the Corporation, alleged to have been lost, stolen or destroyed, and the directors may, in their discretion, require the owner of the lost, stolen or destroyed certificate, or his legal representative, to give the Corporation a bond, in such sum as they may direct, to indemnify the Corporation against any claim that may be made against it on account of the alleged loss, theft, or destruction of any such certificate or the issuance of any such new certificate.

SECTION 3. TRANSFER OF SHARES. Transfers of stock shall be made only upon the transfer books of the Corporation kept at an office of the Corporation or by transfer agents designated to transfer shares of the stock of the Corporation. Upon surrender to the Corporation or its transfer agent of a certificate for shares duly indorsed or accompanied by proper evidence of succession, assignment or authority to transfer, the Corporation shall issue or cause its transfer agent to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

SECTION 4. STOCKHOLDERS RECORD DATE. In order that the Corporation may determine the stockholders entitled to notice of

or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

ARTICLE VI

MISCELLANEOUS

SECTION 1. DIVIDENDS. Subject to the provisions of the certificate of incorporation, the Board of Directors may, out of funds legally available therefor at any regular or special meeting, declare dividends upon the capital stock of the corporation as and when they deem expedient. Before declaring any dividend, there may be set apart out of any funds of the Corporation available for dividends such sum as the directors from time to time in their discretion deem proper for working capital or as a reserve fund to meet contingencies or for equalizing dividends or for such other purposes as the directors shall deem conducive to the interests of the Corporation.

SECTION 2. SEAL. The corporate seal shall be circular in form and shall contain the name of the Corporation the year of its creation and the words "CORPORATE SEAL" and DELAWARE." Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

SECTION 3. FISCAL YEAR. The fiscal year of the Corporation shall be determined by the Board of Directors.

SECTION 4. CHECKS. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation, and in such manner as shall be determined from time to time by the Board of Directors.

SECTION 5. NOTICE AND WAIVER OF NOTICE. Whenever any notice is required to be given, personal notice shall not be necessary unless expressly so stated, and any notice so required shall be deemed to be sufficient if given by depositing the same

in the United States mail, first class mail (air-mail if to an address outside of the United States), postage prepaid, addressed to the person entitled thereto at his address as it appears on the records of the Corporation, in which case such notice shall be deemed given on the day of such mailing, unless it is notice of a directors' meeting, in which case such notice shall be deemed given 5 days after the date of such mailing. Notice may also be given personally, against receipt, or by telegram, telex or similar communication and notice so given shall be deemed given when so delivered personally or when delivered for transmission.

Stockholders not entitled to vote shall not be entitled to receive notice of any meetings except as otherwise provided by statute.

Whenever any notice whatsoever is required or permitted to be given under the provisions of any law, or under the provisions of the certificate of incorporation or these by-laws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time such notice is required to be given, shall be deemed equivalent thereto. A telegram, telex or similar communication waiving any such notice sent by a person entitled to notice shall be deemed equivalent to a waiver in writing signed by such person. Neither the business nor the purpose of any meeting need be specified in any waiver.

ARTICLE VII

AMENDMENTS

These by-laws may be altered, amended or repealed and by-laws may be made by the Board of Directors at any meeting or by the stockholders at any meeting.

CARRIER SERVICE AGREEMENT**BETWEEN****GLOBAL CROSSING BANDWIDTH, INC.****AND****TELCO GROUP, INC.****CONFIDENTIAL**

**GLOBAL CROSSING MAY CONSIDER
THIS DOCUMENT NULL AND VOID IF AN
EXECUTED ORIGINAL IS NOT RECEIVED
BY GLOBAL CROSSING WITHIN 20 DAYS
OF THE FOOTNOTE DATE**

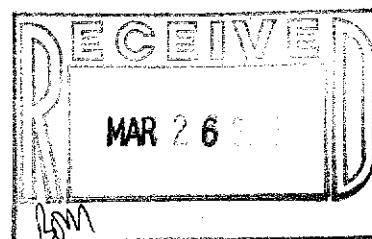


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- | | |
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CARRIER SERVICES AGREEMENT

This Carrier Services Agreement ("**Agreement**") is entered into between Global Crossing Bandwidth, Inc., on behalf of itself and its affiliates that may provide a portion of the services hereunder ("**Global Crossing**"), a California corporation located at 90 Castilian Drive, Goleta, CA 93117 and Telco Group, Inc. ("**TGI**" or "**Purchaser**"), a Delaware corporation with its principal place of business located at 30-50 Whitestone Expressway, Flushing, NY 11354. (Hereinafter, Global Crossing and TGI may be referred to in the aggregate as "**Parties**", and each singularly as a "**Party**".)

PURPOSE

The Parties are telecommunications carriers subject to the Communications Act of 1934, as amended, as well as the Telecommunications Act of 1996. TGI desires to purchase network transport and other telecommunication services from Global Crossing for TGI's resale to its customers. For valuable consideration, receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. SERVICES; FORECASTS; PIU CERTIFICATION; SERVICE ORDERS:

- 1.1 Global Crossing shall, in accordance with this Agreement, provide to TGI those services TGI subscribes to hereunder as defined and identified herein and on exhibits, schedules and other attachments appended hereto and made a part of this Agreement from time to time by the Parties (collectively, the "**Exhibits**"). All such services being provided under the Exhibits are collectively referred to as the "**Services**" and individually as a "**Service**".
- 1.2 Network performance is a function of carrier network engineering and Global Crossing will be dependent in significant part upon TGI's forecasts and projections as it configures, engineers and augments its network for optimum performance and to effectively handle TGI's anticipated traffic volumes. Global Crossing expects that TGI has identified such traffic volumes for the usage-based Services over the term of this Agreement and therefore TGI shall provide Global Crossing with good faith forecasts of TGI's expected monthly traffic volume and geographic distribution for each usage-based Service over a three month period. Forecasts shall be provided at least 90 days in advance of the forecasted period (and updated more frequently if a submitted forecast is no longer accurate). The initial forecast shall be provided prior to or on the Effective Date of this Agreement. Forecasts shall be in the format supplied by Global Crossing, which format Global Crossing may revise from time to time during the term hereof. Provision of Services is contingent on the availability of Global Crossing facilities.
- 1.3 With respect to: (i) outbound Services originating on dedicated facilities and terminated by Global Crossing on switched facilities (and for which ANIs are not passed to Global Crossing), and (ii) toll-free Services originating on switched facilities and terminated by Global Crossing on dedicated facilities, TGI shall provide a good faith certification as to its percentage of interstate usage ("**PIU**") for its minutes of usage ("**MOU**") forecasted under Section 1.2 hereof. The initial certification shall be provided prior to the Effective Date of this Agreement and updated when requested by Global Crossing. The certification shall be in the format supplied by Global Crossing, which format Global Crossing may revise from time to time during the term hereof.
- 1.4 Orders for the Services shall be transmitted and processed in accordance with Global Crossing's then-current, standard order procedures and guidelines, as well as any procedures set out in the applicable Exhibit for a specific Service (as such procedures and guidelines may be modified from time to time by Global Crossing upon prior written notice to TGI).

- 1.5 Terms, conditions and guidelines for call detail records and electronic data exchange are set out in the attached Exhibit C (as such terms, conditions and guidelines may be modified from time to time by Global Crossing upon prior written notice to TGI).

2. TERM OF THE AGREEMENT:

- 2.1 **INITIAL TERM:** This Agreement is effective and the Parties' obligations commence upon the date of execution by Global Crossing ("**Effective Date**") and continues in effect for a period of one (1) year ("**Initial Term**") from the earlier of the date any of the Services are first utilized by TGI (as determined by Global Crossing's records), or the 90th day after the Effective Date, which date shall be deemed the "**Start of Service Date**".
- 2.2 **AUTOMATIC RENEWAL:** This Agreement renews automatically for successive one year periods at the expiration of the Initial Term, unless otherwise canceled in accordance with the termination provisions of this Agreement.
- 2.3 **CANCELLATION:** Either Party may terminate this Agreement upon expiration of a term upon written notice given at least 90 days prior to expiration of the then-current term.
- 2.4 The Parties acknowledge and agree that, except with respect to termination of this Agreement for a Party's uncured breach, termination of this Agreement may not terminate certain of the Services, such as the Private Line Services and the Dedicated Internet Access Services, the term for each being set out in the applicable Services Schedules.

3. BILLING AND PAYMENT; RATES AND CHARGES; SECURITY:

- 3.1 TGI shall pay Global Crossing for the Services at the rates, fees and charges set forth below and in the applicable Exhibits. TGI is liable for all charges for the Services, including without limitation, any fraudulent usage charges and short duration calls. If TGI is required to provide security hereunder, then Global Crossing is not obligated to accept orders, or provide or continue to provide any Services, until the required security is received by Global Crossing. If TGI is an existing customer of Global Crossing, the rates and charges set forth herein shall be effective with TGI's first full Billing Cycle following the later of the Effective Date of this Agreement or the date Global Crossing receives any security required hereunder.
- 3.2 TGI's initial monthly credit limit hereunder shall be \$300,000. If TGI's charges for the Services are projected to exceed (based on Global Crossing's measurement of TGI's daily usage run rate), or does exceed, its credit limit, Global Crossing may require additional security of its choice from TGI in an amount equal to TGI's highest Invoice over the prior six month period (or such lesser period if this Agreement has not been in effect for six months) as a condition to continuing to provide the Services. In addition, if (i) TGI is delinquent in payment of an Invoice, or (ii) TGI's overall financial condition changes adversely during the term hereof (in Global Crossing's reasonable business judgment), and Global Crossing does not have security from TGI in an amount equal to TGI's highest Invoice over the prior six month period (or such lesser period if this Agreement has not been in effect for six months), Global Crossing may require additional security of its choice from TGI at two times such amount. Any such additional security shall be provided by TGI to Global Crossing within two (2) Business Days if the security is to be other than a letter of credit or within ten (10) Business Days if the security is to be a letter of credit from TGI receipt of Global Crossing's written request for additional security.

3.3 TGI shall pay for the Services via weekly pre-payments that are subject to true-up each month as follows:

- a. Upon TGI's execution of this Agreement, TGI shall provide Global Crossing with an initial prepayment of \$25,000. Commencing on the first Monday, Wednesday, and Friday following the Start of Service Date and each Monday, Wednesday, and Friday thereafter for TGI's first Billing Cycle, TGI's weekly pre-payments shall be equal to the initial pre-payment amount.
- b. After TGI's first Billing Cycle each of the three weekly pre-payment shall be equal to 1/4 of the total charges for TGI's prior Billing Cycle. Global Crossing reserves the right at any time to review and immediately adjust TGI's weekly pre-payment amounts upon written notice.
- c. Each weekly pre-payment shall be due via wire transfer of immediately available U.S. funds on Monday, Wednesday, and Friday of each week. If a Monday, Wednesday, or Friday is a holiday, then the payment will be due on the next Business Day.

Wire Transfer Instructions:

Star Bank

ABA #042000013

Account #: 805-8521

Special Instructions: For further credit to _____
(TGI's Global Crossing Account Number)

- 3.4 Global Crossing agrees to take commercially reasonable efforts to invoice TGI via facsimile on or about the fifth Business Day after the close of each Billing Cycle for the Services and for any other sums due Global Crossing ("Invoice"). Any outstanding balances due on an Invoice after application of the weekly Payments shall be paid by TGI via wire transfer of immediately available US funds within 24 hours of the Invoice date. The Parties agree that (i) the Invoice date will be the same day the Invoice is faxed to TGI, and (ii) the Invoice will be faxed on a Business Day and followed by a confirmation copy sent by first class U.S. mail.
- 3.5 Global Crossing may immediately and without any notice, proceed with its remedies under Section 5.5 hereof if any Weekly Payment not fully and timely made pursuant to Section 3.3 or any outstanding Invoice amount is not paid within the 24 hour period pursuant to Section 3.4.
- 3.6 The TGI facsimile number and contact for purposes of this Section 3. are 718-358-5154, Attention: Sam Tawfik, CEO. TGI may change the facsimile number and contact upon written notice to Global Crossing.

3.7 TGI agrees to pay Global Crossing for any costs incurred by Global Crossing, including without limitation, internal administration costs and any local service provider contract termination charges, with respect to ordered circuits, local loops or other Services canceled prior to installation or the completion of any term commitment made by TGI under this Agreement for such circuit, local loop or Services. Further, TGI may be liable for additional early termination or cancellation charges as set out in the Ancillary Fee Schedule. In addition, TGI agrees to pay to Global Crossing any and all local exchange carrier ("**LEC**") assessed charges (other than access charges otherwise included under the pricing in this Agreement), third party and governmental and regulatory charges or assessments levied upon Global Crossing as a result of Services provided to TGI, such as but not limited to:

- A. Third-party pass-through charges and pass-through charges mandated or permitted by regulatory agencies, including but not limited to, payphone dial-around compensation surcharges and PICC charges, plus any reasonable administrative charge Global Crossing may establish for its wholesale customers for administering such pass-through charges. Global Crossing reserves the right to bill TGI in advance for any third party charges to the extent Global Crossing is billed in advance for the same; and
- B. When Global Crossing is acting as the RespOrg, National Administrative Services Center assessments (including any monthly recurring charges) for toll-free service installation; and
- C. Reasonable administrative charges for implementation of ordering, network routing, billing, provisioning or other support services outside of Global Crossing's normal procedures and support services; and
- D. Applicable ancillary fees and charges set out in the attached Exhibit B and B(a), as the same may be modified from time to time by Global Crossing upon written notice to TGI.

If TGI subscribes to a Service for which payphone surcharges would be applicable, then in lieu of the payphone surcharge pass-through under A. above, Global Crossing may agree, at its sole discretion, to permit TGI to directly assume the responsibility and liability for the reporting and payment of payphone surcharges in accordance with the terms of a separate written agreement between the Parties. If such a separate agreement is signed by the Parties and TGI does not comply with its terms, Global Crossing may, notwithstanding such agreement, pass through payphone dial-around surcharges in accordance with A. above and TGI agrees to pay the same.

3.8 Global Crossing may revise the rates, monthly recurring and other charges in this Agreement and the Exhibits at any time upon written notice to TGI. Unless a later effective date is otherwise stated in the notice, domestic and offshore rates are effective within 30 days and international rates are effective within seven days of the date of Global Crossing's written notice.

3.9 TGI agrees that a breach of any other agreement it may have with Global Crossing or a Global Crossing Affiliate shall be deemed a material breach of this Agreement.

4. **BILLING DISPUTES:**

TGI shall have the affirmative obligation of providing written notice of any dispute with an Invoice within 90 days after receipt of the Invoice by TGI (which notice shall include sufficient detail for Global Crossing to investigate the dispute). Claims of fraudulent usage shall not constitute a valid basis for a dispute. TGI may not withhold payment of disputed amounts. If TGI does not report a dispute with respect to an Invoice within the 90-day period, TGI is deemed to have waived its dispute rights for that Invoice and to have agreed to pay the same. Provided TGI has provided sufficient detail for investigation of the dispute, Global Crossing will use reasonable efforts to resolve and communicate its resolution of the dispute within 30 Business Days of its receipt of the dispute notice. If the dispute is not resolved within 15 Business Days after the referral, then either Party may commence an action in accordance with Section 16, provided that the prevailing Party in such action shall be entitled to payment of reasonable attorney fees and costs by the other Party.

5. **TERMINATION RIGHTS:**

- 5.1 **REGULATORY CHANGES:** If the FCC, a state PUC or a court of competent jurisdiction issues a rule, regulation, law or order which has the effect of canceling, changing, or superseding any material term or provision of this Agreement (collectively, "**Regulatory Requirement**"), then this Agreement shall be deemed modified in such a way as the Parties mutually agree is consistent with the form, intent and purpose of this Agreement and is necessary to comply with such Regulatory Requirement. Should the Parties not be able to agree on modifications necessary to comply with a Regulatory Requirement within 30 days after the Regulatory Requirement is effective, then upon written notice either Party may, to the extent practicable, terminate that portion of this Agreement impacted by the Regulatory Requirement.
- 5.2 Either Party may terminate this Agreement upon the other Party's insolvency, dissolution or cessation of business operations.
- 5.3 Global Crossing may, upon written notice, immediately terminate this Agreement for (i) TGI's failure to pay any delinquent Invoice, or (ii) to pay any security or additional security within the time-frame required under this Agreement.
- 5.4 In the event of a breach of any material term or condition of this Agreement by a Party (other than a failure to pay or provide security which is covered under Sections 3.5 and 5.3 above), the other Party may terminate this Agreement upon 30 days written notice, unless the breaching Party cures the breach during the 30 day period. A breach that cannot be reasonably cured within a 30 day period may be addressed by a written waiver of this paragraph signed by the Parties.

- 5.5 Upon any material breach by TGI not cured after expiration of all applicable notice and cure periods, if any, Global Crossing may at its sole option do any or all of the following:
- A. Cease accepting or processing orders for Service and suspend Service;
 - B. Cease all electronically and manually generated information and reports (including any CDR not paid for by TGI);
 - C. Draw on any letter of credit, security deposit or other assurance of payment and enforce any security interest provided by TGI;
 - D. Terminate this Agreement and the Services without liability to Global Crossing;
 - E. Pursue such other legal or equitable remedy or relief as may be appropriate.

6. **TAXES AND ASSESSMENTS:**

TGI is responsible for the collection and remittance of all governmental assessments, surcharges and fees pertaining to its resale of the Services (other than taxes on Global Crossing's net income) (collectively, "Taxes"). TGI shall provide Global Crossing with, and maintain, valid and properly executed certificate(s) of exemption for the Taxes, as applicable.

7. **WARRANTIES AND LIMITATION OF LIABILITY:**

- 7.1 Global Crossing warrants that the Services shall be provided on a digital fiber optic network that meets the applicable technical standards established for call transport by the telecommunications industry, including Telcordia (formerly BellCore) publication #SRT-SV-002275, with a grade of service of P.01 and SS7 signaling, where available. **GLOBAL CROSSING MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO TRANSMISSION, EQUIPMENT OR SERVICE PROVIDED HEREUNDER, AND EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION.**
- 7.2 **TGI AGREES THAT ITS SOLE REMEDY IN THE EVENT OF ANY BREACH OF THE WARRANTIES DESCRIBED IN THIS SECTION 7 SHALL BE (i) THE OUTAGE CREDITS DESCRIBED IN ANY SCHEDULE FOR A PARTICULAR SERVICE PROVIDED HEREUNDER; OR, (ii) WITH RESPECT TO THE OTHER SERVICES, TERMINATION OF THIS AGREEMENT PURSUANT TO SECTION 5.4.**
- 7.3 In no event shall either Party be liable to the other Party for incidental and consequential damages, loss of goodwill, anticipated profit, or other claims for indirect damages in any manner related to this Agreement or the Services.

8. **INDEMNIFICATION:**

Each Party shall defend and indemnify the other Party and its directors, officers, employees, representatives and agents from any and all claims, taxes, penalties, interest, expenses, damages, lawsuits or other liabilities (including without limitation, reasonable attorney fees and court costs) relating to or arising out of (i) the operation of its business, and (ii) its breach of this Agreement; provided, however, Global Crossing shall not be liable and shall not be obligated to indemnify TGI, and TGI shall defend and indemnify Global Crossing hereunder, for any claims by any third party, including End-Users, with respect to services provided by TGI which may incorporate any of Global Crossing's services.

9. **REPRESENTATION:**

The Parties acknowledge and agree that the relationship between them is solely that of independent contractors. Neither Party, nor their respective employees, agents or representatives, has any right, power or authority to act or create any obligation, express or implied, on behalf of the other Party.

10. **FORCE MAJEURE:**

Other than with respect to failure to make payments due hereunder, neither Party shall be liable under this Agreement for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, caused by, or due to fire, earthquake, flood, water, the elements, third party labor disputes, utility curtailments, power failures, explosions, civil disturbances, governmental actions, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties, or any other cause beyond its reasonable control.

11. **WAIVERS:**

No waiver of any term or condition of this Agreement shall be enforceable unless it is in writing and signed by the Party against whom it is sought to be charged. No failure or delay by either Party in exercising any right, power or remedy will operate as a waiver of any such right, power or remedy, unless otherwise provided herein. The waiver by either Party of any of the covenants, conditions or agreements to be performed by the other or any breach thereof shall not operate or be construed as a waiver of any subsequent breach of any such covenant, condition or agreement.

12. **ASSIGNMENT:**

Neither Party may assign or transfer its rights or obligations under this Agreement without the other Party's written consent, which consent may not be unreasonably delayed or withheld, except that Global Crossing may assign this Agreement to its Affiliates or successor-in-interest without TGI's consent. Any assignment or transfer without the required consent is void.

13. **CONFIDENTIALITY:**

- 13.1 Each Party agrees that all information furnished to it by the other Party, or to which it has access under this Agreement, shall be deemed the confidential and proprietary information or trade secrets (collectively referred to as "**Proprietary Information**") of the Disclosing Party and shall remain the sole and exclusive property of the Disclosing Party (the Party furnishing the Proprietary Information referred to as the "**Disclosing Party**" and the other Party referred to as the "**Receiving Party**"). Each Party shall treat the Proprietary Information and the contents of this Agreement in a confidential manner and, except to the extent necessary in connection with the performance of its obligations under this Agreement, neither Party may directly or indirectly disclose the same to anyone other than its employees on a need to know basis and who agree to be bound by the terms of this Section, without the written consent of the Disclosing Party.

- 13.2 The confidentiality of obligations of this Section do not apply to any portion of the Proprietary Information which is (i) or becomes public knowledge through no fault of the Receiving Party; (ii) in the lawful possession of Receiving Party prior to disclosure to it by the Disclosing Party (as confirmed by the Receiving Party's records); (iii) disclosed to the Receiving Party without restriction on disclosure by a person who has the lawful right to disclose the information; or (iv) disclosed pursuant to the lawful requirements or formal request of a governmental agency. If the Receiving Party is requested or legally compelled by a governmental agency to disclose any of the Proprietary Information of the Disclosing Party, the Receiving Party agrees that it will provide the Disclosing Party with prompt written notice of such requests so that the Disclosing Party has the opportunity to pursue its legal and equitable remedies regarding potential disclosure.
- 13.3 Each Party acknowledges that its breach or threatened breach of this Section may cause the Disclosing Party irreparable harm which would not be adequately compensated by monetary damages. Accordingly, in the event of any such breach or threatened breach, the Receiving Party agrees that equitable relief, including temporary or permanent injunctions, is an available remedy in addition to any legal remedies to which the Disclosing Party may be entitled.
- 13.4 Neither Party may use the name, logo, trade name, service marks, trade marks, or printed materials of the other Party, in any promotional or advertising material, statement, document, press release or broadcast without the prior written consent of the other Party, which consent may be granted or withheld at the other Party's sole discretion.

14. INTEGRATION:

This Agreement and all Exhibits, schedules and other attachments incorporated herein, represent the entire agreement between the Parties with respect to the subject matter hereof and supersede and merge all prior agreements, promises, understandings, statements, representations, warranties, indemnities and inducements to the making of this Agreement relied upon by either Party, whether written or oral.

15. CONSTRUCTION:

The language used in this Agreement is deemed the language chosen by the Parties to express their mutual intent. No rule of strict construction shall be applied against either Party.

16. GOVERNING LAW:

Global Crossing currently maintains regional service and operations centers to support customer accounts in New York, California and Michigan. This Agreement will be construed and enforced in accordance with the law of the state where TGI's account is supported, as designated by Global Crossing in this Agreement or as designated in Exhibits or amendments to this Agreement, without regard to that state's choice of law principles. The Parties agree that any action related to this Agreement shall be brought and maintained only: (i) in the Superior court of the State of California for the County of Santa Barbara, if the designated customer support center is located in California; (ii) in a Federal or State court of competent jurisdiction located in Monroe County, New York, if the designated customer support center is located in New York; or (iii) in the Federal District Court for the Eastern District of Michigan or a State court of competent jurisdiction located in Oakland County, Michigan, if the designated customer support center is located in Michigan. The Parties each consent to the jurisdiction and venue of such courts and waive any right to object to such jurisdiction and venue.

17. NOTICES:

All notices, including but not limited to, demands, requests and other communications required or permitted hereunder (not including Invoices) shall be in writing and shall be deemed given: (i) when delivered in person, (ii) 24 hours after deposit with an overnight delivery service for next day delivery, (iii) the same day when sent by facsimile transmission during normal business hours, receipt confirmed by sender's equipment, or (iv) three Business Days after deposit in the United States mail, postage prepaid, registered or certified mail, return receipt requested, and addressed to the recipient Party at the address set forth below:

If to Global Crossing: Global Crossing Bandwidth, Inc.
180 South Clinton Avenue
Rochester, New York 14646
Attn: Senior Vice President, North American Carrier Services
Facsimile #: 716-232-9168

with a copy to: Global Crossing Bandwidth, Inc.
90 Castilian Drive
Goleta, CA 93117
Attn: Peggy Palak, Manager, National Contract Admin.
Facsimile #: (800) 689-2395

If to TGI: Telco Group, Inc.
30-50 Whitestone Expressway
Flushing, NY 11354
Attn: Sam Tawfik, CEO
Facsimile #: (718) 358-5154

18. COUNTERPARTS:

This Agreement may be executed in several counterparts, each of which shall constitute an original, but all of which shall constitute one and the same instrument.

19. COMPLIANCE WITH LAWS:

During the term of this Agreement, the Parties shall comply with all local, state and federal laws and regulations applicable to this Agreement and to their respective businesses. Further, each Party shall obtain, file and maintain any tariffs, permits, certifications, authorizations, licenses or similar documentation as may be required by the FCC, a state Public Utility or Service Commission, or any other governmental body or agency having jurisdiction over its business ("**Authorizations**"). Upon the request of a Party, which request shall be no more frequent than once every six months (unless based on a request or an order of a governmental body or agency having jurisdiction over either Party), the other Party will provide copies of the requested Authorizations.

20. THIRD PARTIES:

The provisions of this Agreement and the rights and obligations created hereunder are intended for the sole benefit of Global Crossing and TGI, and do not create any right, claim or benefit on the part of any person not a Party to this Agreement, including End-Users.

21. SURVIVAL OF PROVISIONS:

Any obligations of the Parties relating to monies owed, as well as those provisions relating to confidentiality, limitations on liability and indemnification, shall survive termination of this Agreement.

22. UNENFORCEABILITY OF PROVISIONS:

The illegality or unenforceability of any provision of this Agreement does not affect the legality or enforceability of any other provision or portion. If any provision or portion of this Agreement is deemed illegal or unenforceable for any reason, there shall be deemed to be made such minimum change in such provision or portion as is necessary to make it valid and enforceable as so modified.

23. CUMULATIVE RIGHTS AND REMEDIES:

Except as may otherwise be provided herein, the assertion by a Party of any right or the obtaining of any remedy hereunder shall not preclude such Party from asserting or obtaining any other right or remedy, at law or in equity, hereunder.

24. AMENDMENTS:

This Agreement is voidable by Global Crossing if the text is modified by TGI without the written or initialed consent of a Global Crossing Vice President. Except as may otherwise be provided herein, any amendments or modifications to this Agreement must be in writing and signed by a Global Crossing Vice President (or higher level officer) and an authorized officer of TGI.

25. AUTHORITY:

Each individual executing below on behalf of a Party hereby represents and warrants to the other Party that such individual is duly authorized to so execute, and to deliver, this Agreement. By its signature below, each Party acknowledges and agrees that sufficient allowance has been made for review of this Agreement by respective counsel and that each Party has been advised by its legal counsel as to its legal rights, duties and obligations under this Agreement.

26. NON-SOLICITATION:

TGI agrees that while this Agreement is in effect, and for a period of 12 months following expiration or termination of this Agreement, neither it nor its representatives will directly or indirectly solicit Global Crossing employees to leave their employment with Global Crossing.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

Global Crossing Bandwidth, Inc.

By: Barrett O. MacCheyne
Barrett O. MacCheyne, Senior Vice President
North American Carrier Services

Telco Group, Inc.

By: Sam Tawfik
Sam Tawfik, CEO

Date: 3/23/01

Date: 3/22/01

Amendment VI

This Amendment VI ("Amendment"), effective as of March __, 2003 (the "Effective Date") among Telco Group, Inc. a Delaware corporation ("Telco Group"), Dialaround Enterprises Inc., a Delaware corporation ("Dialaround"), and WilTel Communications, LLC, a Delaware limited liability company ("WilTel").

WHEREAS, WilTel and Telco Group are parties to that certain Master Services Agreement (the "MSA") number 02R0475.00 dated February 22, 2002, as amended, pursuant to which WilTel sells, and Telco Group purchases, certain telecommunications services.

WHEREAS, Telco Group wishes to amend this Agreement to add Dialaround as a party to the MSA and to add Direct Network Access to their Agreement, both as set forth below.

NOW, THEREFORE, in consideration of the foregoing premises and mutual promises and covenants of the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to amend the MSA as follows:

1. Dialaround is hereby added as a party to the MSA, agrees to be bound thereby, and shall have the right, without limitation, to place Service Orders thereunder.

2. All capitalized terms herein shall have the meaning set forth in the MSA. All references to "Customer" in the MSA and in this Amendment shall include both Telco Group and Dialaround.

3. All of the Services ordered by both Telco Group and Dialaround shall be billed on one invoice, which shall be paid in full by Telco Group pursuant to the terms of the MSA. Nothing in the preceding sentence relieves DialAround of its payment obligation to WilTel for Services it orders under the MSA; and further, Telco Group and DialAround agree to be joint and severally liable to WilTel for payment for Services ordered by Customer and accepted by WilTel upon or after the Effective Date of this Amendment, regardless of which entity places the Service Order.

4. If the event of a default of Customer's payment obligation pursuant to Section 5.2 Due Date and Invoice of the MSA, Section 6.1 Suspension of Service and Section 7.1 Termination of Service shall apply to all Services sold to Customer thereunder, regardless of which entity ordered the Service.

5. Add a new schedule 13, Direct Network Access, as attached hereto and incorporated into the Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date(s) set forth below.

TELCO GROUP, INC.

By: Mark [Signature]

Title: C.O.O.

Date: _____

WILTEL COMMUNICATIONS, LLC

By: Blaine Gilles by President

Title: Blaine Gilles

Date: 4/03/03

DIALAROUND [ENTITY]

By: [Signature]

Title: Sr VP of Switched Services

Date: 3/27/03

Direct Network Access – Schedule 13

This Service Schedule is subject to that Master Services Agreement No. 02R0475.00 ("MSA") by and between WilTel Communications, LLC ("WilTel"), and Customer.

1. **Service Description.** WilTel® Direct Network AccessSM ("DNA") is a web-based portal that will provide Customer with a partitioned view into their portion of WilTel nationwide fiber optic network through a GUI ("Graphic User Interface"). Customer may access functionality and supported products through DNA.
2. **Service Request.** In order to receive DNA Service, Customer must have ordered Services from WilTel. Customer must also complete the "Request for WilTel DNA Company Administrator Access" form, attached hereto as Exhibit I, prior to receiving access to DNA.
3. **Availability of Service.** WilTel will provide use of the basic functions of DNA to Customer at no charge. Upon mutual agreement between Customer and WilTel, enhanced functionality or additional features to the base system may be provided to Customer for a fee. WilTel reserves the right to change the base system and/or additional features offered under this Schedule. WilTel will make reasonable efforts to provide thirty (30) days notice to Customer of any such change.
4. **License.** WilTel grants to Customer a non-exclusive, non-transferable license to use DNA for the purposes described herein. This license shall continue for so long as Customer is purchasing Service(s) from WilTel under a MSA. WilTel is granting Customer no other rights or interest in DNA.
5. **Proprietary Nature.** Customer acknowledges that DNA and all modifications thereto are the proprietary property of WilTel. Neither Customer nor its employees, agents or representatives shall allow access to third parties or disclose any information regarding DNA, or any modifications thereto, to any person or entity other than bona fide Customer employees without WilTel specific written permission.
6. **Termination.** Use of DNA for purposes other than those specifically set forth in this Schedule shall entitle WilTel to suspend or terminate Customer's access to DNA. Should Customer or any Customer employee, agent or representative misuse DNA. WilTel shall have the right to immediately terminate this DNA Service Schedule or suspend Customer's use of DNA until Customer can show that such misuse has been identified and corrected to WilTel's satisfaction. Should Customer terminate Service(s) or fail to pay for monthly Service in accordance with Article 4 of the MSA, WilTel shall have the right to immediately terminate this DNA Service Schedule or suspend Customer's use of WilTel DNA Service.
7. **Intellectual Property.** It is understood by the parties that WilTel owns or has certain rights to intellectual property associated with the technologies utilized in DNA and that no rights, except as specifically granted in Section 4, shall transfer to Customer by virtue of any of the activities set forth herein. Customer shall not sell, transfer, publish, disclose, display or otherwise make available DNA to any third party. Customer shall not copy, de-compile, reverse-engineer or otherwise attempt to derive the source code from DNA.
8. **Use of Service.** Customer agrees not to enter into DNA any data that is profane, threatening, indecent, libelous, defamatory or unlawful, or that violates or infringes any trademark, copyright or similar rights of others. Customer agrees not to knowingly enter any data that is false or misleading. WilTel reserves the right to deny access to any user or group of users to DNA, at its sole discretion, at any time, and for any reason or no reason.
9. **No Warranty.** It is understood by Customer that WilTel DNA is provided "as-is" and WilTel makes no representations or warranties regarding its use. **WILTEL HEREBY DISCLAIMS ALL OTHER WARRANTIES INCLUDING ANY IMPLIED REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE,** or that the use of DNA or any information relating thereto or contained therein will not infringe any copyright or trademark of any third person. WilTel makes no warranty as to the accuracy of any information contained in WilTel DNA.
10. **Limitation of Liability.** **IN THE EVENT OF ANY BREACH OF THIS SCHEDULE OR ANY FAILURE OF WILTEL DNA SERVICES, WHATSOEVER, WILTEL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, INCIDENTAL, PUNITIVE OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER, EVEN IF WILTEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.**
11. **Planned Network Maintenance Activity.** From time to time WilTel may perform maintenance on its operating systems, which may cause WilTel DNA to be unavailable ("planned outage"). Whenever possible, planned outages will occur during non-business hours.
12. **Customer Responsibilities.**
 - a. Customer shall appoint a "WilTel DNA Administrator" ("Administrator") who will be responsible for setting up the security and administration of Customer's use of DNA. The Administrator shall also be required to complete the "Request for WilTel DNA Company Administrator Access" form, which will be submitted to WilTel. Customer shall assign each of its users a separate ID for entry into WilTel DNA and Customer will control the level of security for each user (i.e. to which accounts/functions/features of DNA each user will have access).

Direct Network Access – Schedule 13

- b. Customer shall have sole responsibility for the security, administration and actions of its users of DNA Services.
- c. Customer shall use DNA Service only for the purpose of managing and viewing the other Service(s) ordered by Customer from WiTel.
- d. The Customer shall have the sole responsibility for adequate protection and backup of its data used in connection with DNA Service and the Customer shall not have any claim against WiTel for any reason relating to Customer's use of DNA Service, including, but not limited to, claims for lost data, inaccurate data, work delays, or lost profits.
- e. WiTel shall not be liable for any lack of action due to failure to receive information from Customer via DNA.

IN WITNESS WHEREOF, the parties hereto have executed this Service Schedule as of the day and year first above written.

CUSTOMER:	WITEL COMMUNICATIONS, LLC:
By: <i>[Signature]</i>	By: <i>[Signature]</i>
Printed Name: <i>Mark Pietro</i>	Printed Name: <i>Blaine Gilles</i>
Title: <i>COO</i>	Title:
Date: 03/18/03	Date of Signature: <i>4/14/03</i>

Amendment IX

This Amendment IX, effective as of Sept 1, 2003 (the "Effective Date") among Telco Group, Inc. a Delaware corporation ("Telco Group"), DialAround Enterprises, Inc., a Delaware corporation ("DialAround"), and WilTel Communications, LLC, a Delaware limited liability company ("WilTel").

WHEREAS, Telco Group, DialAround and WilTel are parties to that certain Master Services Agreement (the "MSA") number 02R0475.00 dated February 22, 2002, as amended, pursuant to which WilTel sells, and Telco Group purchases, certain telecommunications services;

WHEREAS, Telco Group, DialAround and WilTel wish to amend the MSA as set forth below.

NOW, THEREFORE, in consideration of the foregoing premises and mutual promises and covenants of the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to amend the MSA as follows:

1. This Agreement shall be modified by voice pricing Schedule A-2d attached hereto, which is hereby incorporated by reference and made a part of the Agreement. After the Effective Date of this Amendment, the applicable voice Services ordered by Telco Group or DialAround and accepted by WilTel shall be governed by the attached Schedule A-2d.

2. Except as specifically amended herein, all terms, conditions and provisions contained in the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date(s) set forth below.

TELCO GROUP, INC.

By: [Signature]

Title: EXEC. VP NETWORK OPS

Date: 9/9/03

WILTEL COMMUNICATIONS, LLC

By: [Signature]

Title: VP + GM Network SALES

Date: 9/10/03

DIALAROUND ENTERPRISES, INC.

By: [Signature]

Title: EXEC V.P. NETWORK OPS

Date: 9/9/03

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

Dialaround Enterprises Inc.

Application for a certificate of
interexchange authority to operate as a
reseller of telecommunications services
in the State of Illinois.

02-0347

ORDER

By the Commission:

On May 9, 2002, Dialaround Enterprises Inc. ("Applicant" or "Dialaround") filed a verified Application with the Illinois Commerce Commission ("Commission") for a Certificate of Service Authority to provide resold interexchange telecommunications services within the State of Illinois, pursuant to Section 13-404 of the Illinois Public Utilities Act ("Act").

Pursuant to notice given in accordance with the law and the rules and regulations of the Commission, this matter came on for hearing before a duly authorized Administrative Law Judge of the Commission at its offices in Chicago, Illinois on June 3, 2002. Mr. Doug Barley, Chief Financial Officer at Dialaround, and Todd Lowe of Visiology, Inc. testified in support of the Application. At the conclusion of the hearing, the record was marked "Heard and Taken."

Applicant is a Delaware corporation, authorized to do business in Illinois. Applicant intends to provide resold interexchange telecommunications services. Mr. Barley testified that Applicant has the managerial, technical and financial resources to provide telecommunications services in Illinois. He also sponsored financial statements which demonstrate that Applicant has the financial ability to provide the proposed services (Exhibit E to the Application).

Applicant has also indicated that it will abide by all federal and state "slamming" and "cramming" laws. (Section 258 of the Telecommunications Act of 1996 and Sections 13-902 and 13-903 of the Public Utilities Act). Applicant also indicated that it will have procedures in place to prevent slamming and cramming prior to the commencement of the requested telecommunications services.

Applicant has requested that the Commission make certain declarations and grant certain waivers of the requirements of the Act and from the rules and regulations.

of the Commission. The services Applicant proposes to provide will be competitive telecommunications services as described in Section 13-502(b) of the Act. Applicant is required to file a tariff with the Commission under Section 13-501 of the Act describing the nature of its service, the applicable rates and charges and the terms and conditions of the service provided. If Applicant files the required tariff in compliance with Section 13-502(e) and the rules adopted thereunder in 83 Ill. Adm. Code 745, many of the provisions of the Act as well as regulations adopted by the Commission in Title 83 Ill. Adm. Code will be inapplicable to Applicant.

Specifically, Applicant seeks an exemption from 83 Ill. Adm. Code 710. A waiver of Part 710, governing the Uniform System of Accounts, should be granted pursuant to Section 13-402 of the Act and the Orders entered in Dockets 84-0538 and 84-0539, in order to reduce the economic burdens of regulation on a telecommunications carrier which only provides competitive services. Further, Applicant should be granted a waiver of Part 735, governing credit, billing, deposits and termination of service for the reason stated hereinabove.

Applicant has also requested Commission approval to maintain its books and records at its principal place of business in New York pursuant to 83 Ill. Adm. Code 250. Applicant's request should be granted in accordance with Section 5-106 of the Act.

Based on the foregoing, the Commission concludes that granting Dialaround's Application is consistent with Section 13-404 of the Act and that Applicant possesses the requisite technical, financial and managerial resources to provide the proposed telecommunications services.

The Commission, having reviewed the entire record and being fully advised in the premises, is of the opinion and finds that:

- (1) Applicant, Dialaround Enterprises Inc., is a telecommunications carrier within the meaning of Section 13-202 of the Public Utilities Act;
- (2) the Commission has jurisdiction over the Applicant and subject matter herein;
- (3) as required by Section 13-404 of the Act, Applicant possesses sufficient technical, financial and managerial resources and abilities to provide interexchange services within the State of Illinois;
- (4) Applicant should file with the Commission a tariff consisting of its rates, rules and regulations, in accordance with Section 13-501 and 13-502 of the Act, to be effective upon proper filing, before commencing service;

- (5) pursuant to Section 13-402 of the Act, waivers should be granted to Applicant of Parts 710 and 735 of the 83 Ill. Adm. Code; such waivers will reduce the economic burden of regulation and is not inconsistent with the Act or purposes of Article XIII;
- (6) pursuant to 83 Ill. Adm. Code 250, Applicant is authorized to maintain its books and records in the State of New York in accordance with Section 5-106 of the Act;
- (7) Applicant should establish books of account such that revenues from telecommunications services, subject to the public utility revenue tax, are segregated from the revenues derived from other business activities not regulated by the Commission;
- (8) as a condition to the granting of this Application, Applicant shall comply with the requirements of Section 13-901 of the Act and any rules the Commission promulgates for companies providing alternative operator services.

IT IS THEREFORE ORDERED by the Illinois Commerce Commission that Dialaround Enterprises Inc., be, and is hereby, granted a Certificate of Service Authority pursuant to Section 13-404 of the Act for the resale of interexchange telecommunications services.

IT IS FURTHER ORDERED that the Certificate of Service Authority hereinabove granted shall be the following:

CERTIFICATE OF SERVICE AUTHORITY

IT IS HEREBY CERTIFIED that Dialaround Enterprises Inc., is authorized pursuant to Section 13-404 of the Illinois Public Utilities Act to provide resold interexchange telecommunications services within the State of Illinois.

IT IS FURTHER ORDERED that Dialaround Enterprises Inc. file with this Commission a tariff consisting of its rates, rules and regulations, to be effective upon proper filing, before commencing service.

IT IS FURTHER ORDERED that 83 Ill. Adm. Code 710 and 735 be, and are hereby waived as set out in Finding (5) hereinabove.

IT IS FURTHER ORDERED that pursuant to 83 Ill. Adm. Code 250 Dialaround Enterprises Inc. is authorized to maintain its books and records in the State of New York as set out in Finding (6) hereinabove.

IT IS FURTHER ORDERED that as a condition of this Certificate, Applicant be, and is hereby, directed to establish books of account such that revenues from its telecommunications services, subject to the public utility revenue tax, are segregated from the revenues derived from other business activities not regulated by the Commission.

IT IS FURTHER ORDERED that Applicant shall comply with the requirements of Section 13-901 of the Public Utilities Act and any rules promulgated by the Commission pursuant thereto.

IT IS FURTHER ORDERED that subject to the provisions of Section 10-113 of the Public Utilities Act and 83 Ill. Adm. Code 200.880, this Order is final; it is not subject to the Administrative Review Law.

By Order of the Commission this 10th day of July, 2002.

(SIGNED) RICHARD L. MATHIAS

Chairman

STATE OF ILLINOIS)
COUNTY OF SANGAMON)^{ss}

The undersigned, being duly sworn on oath, deposes and says on July 12, 2002 a copy of the order of the Illinois Commerce Commission dated July 10, 2002 in Docket No. 02-0347 (Dialaround Enterprises Inc.) was served to the following parties:

Douglas Barley
Dialaround Enterprises Inc.
30-50 Whitestone Expy., Ste. 102
Flushing, NY 11354

Todd H. Lowe
President
Visiology, Inc.
Dialaround Enterprises Inc.
16061 Carmel Bay Dr.
Northpoint, AL 35475

Stephanie Carr

Subscribed and sworn to before me this 12th
day of July A.D. 2002.

Donna M. Caton

